



## **THE INDIANAPOLIS PUBLIC LIBRARY**

### **REQUEST FOR PROPOSALS**

### **SNOW AND ICE REMOVAL SERVICES**

**RFP Issue Date:** September 26, 2014

**Contact:** Miguel Ruiz  
Contract Administrator  
The Indianapolis Public Library  
2450 North Meridian Street  
Indianapolis-Indiana 46208

**Telephone:** (317) 275-4844

**E-mail:** [mrui@indypl.org](mailto:mrui@indypl.org)

**Web Site:** <http://www.indypl.org>

#### **I. BACKGROUND**

The Indianapolis Public Library ("IndyPL") by issuing this Request for Proposals ("RFP") is requesting proposals ("Proposals") from qualified Vendors ("Vendors") to provide Snow and Ice Removal ("Services") for sixteen (16) branch libraries ("Branches"), the Central Library ("Central"), and the Library Services Center ("LSC") for a total of eighteen (18) locations ("together referred to as Facilities".) IndyPL plans to enter into a contractual Agreement ("Agreement") with one or more Vendors for the Services. The term Contractor ("Contractor") is used throughout this RFP to define the firm or firms selected to perform the Services described in this RFP

This RFP describes the Services to be performed and contains an overview of the terms under which Services are to be provided.

1. Combination of Proposals: Vendors may offer Proposals for any and all combinations of Services contained in the Scope of the RFP. IndyPL will consider partnerships between Vendors to provide the full range of required Services.
2. General Capabilities and Service Requirements: The successful Vendor must have the capability to remove snow from parking lots and sidewalks and apply snow and ice melt within a short period of time at all Facilities when warranted. All Services shall be completed prior to the Facilities being open for business, or during the day as required by the weather even.
3. Supervision: The Contractor's supervisory and management staff shall be available to meet with IndyPL staff, when requested, to discuss Services, daily requirements, and coordinate activities.
4. Procedures: The Contractor and IndyPL shall mutually establish written procedures for the Services described herein.
5. Equipment: The Contractor shall provide all the required equipment for the performance of the Services. Computers and communication devices required to perform the Services shall be provided, installed, maintained, and updated by the Contractor at the Contractor's sole expense.
6. Agreement Period: The Services Agreement shall cover the period from November 1, 2014 through October 1, 2017. The Services Agreement may be renewed prior to the expiration of its original term by mutual agreement of the parties. The renewal may be for up to two (2) additional one-year periods.

## **II. REQUIRED SERVICES**

1. Required Service Time – Overnight Weather Events: When required by overnight weather events, snow and ice shall be removed and snow/ice melt applied when applicable prior to the time IndyPL Staff arrive to prepare the Facilities to open for public services. The Services for overnight weather events are to be completed by the following times:
  - Branches - by 8:00 am Monday through Saturday, and 10:00 am Sunday.
  - Central - by 8:00 am Monday through Saturday, and 10:00 am Sunday.
  - LSC - by 7:00 am Monday through Friday, 9:00 am Saturday and Sunday, or and as otherwise required by or for special events.
2. Required Service Time – Day Weather Events: When required by daytime weather events, snow and ice shall be removed and snow/ice melt applied when applicable to maintain the Facilities in a safe and open condition for public services. The Services for daytime weather events shall be on-going during the daytime weather event as necessary to meet the Service requirements.
3. Sunday Services: All Facilities are to receive Services on Sundays even if that particular Facility is not open for public service. The public does visit our locations to return materials.

4. Parking Lots: All drives, parking lot drive lanes, and parking spaces are to receive Services whenever we receive snow in excess of 1.5 inches. Pre-treatment with snow/ice melt may be needed as required by the weather event.
5. IndyPL Walks, Entrances, and Public Sidewalks "No Doubt Service:" All IndyPL walks, entrances, public sidewalks, sidewalk access ramps, and bus stop areas adjacent to the Facilities are to have Services whenever we receive any snow or ice. Pre-treatment with snow/ice melt may be needed as required by the weather event. This is a No Doubt Service. The expectation is for the Services to be on-going during a daytime weather event and to be clear after an overnight weather event.
6. Steps and Top Priority Service: The exterior steps at the Spades Park Branch, the East Washington Street Branch, and Central Library are to receive top priority Services, especially during daytime weather events. The expectation is to have no accumulation on the steps at any time during a daytime weather event and to be clear after an overnight weather event.
7. Snow/Ice Melt: The Contractor shall work with the IndyPL Purchasing Agent for the on-demand delivery of 50# bags of snow/ice melt product to the LSC. IndyPL provides its staff snow/ice melt in reusable shakers for use at the Facilities during daytime weather events to assist in the maintenance of clear walks. The expectation is for the material to be delivered within 24 hours of the request.
8. Communication: The Contractor shall have a designated single point of contact for communication with IndyPL concerning the progress of the Services, requests for additional Services, and coordination of schedules.
9. Opening Determination: For significant over-night weather events, IndyPL Administrative Staff will make a determination on opening or delaying of the opening by 6:00 am. The Contractor's contact person is to be in communication with the designated IndyPL contact person to provide updates on the progress of the Services, overall conditions of the streets, and a projection for when the Services will be complete. The expectation is for Services to be performed during the overnight weather event to allow for completion of the Services by the required deadlines.
10. Snow Emergency: In the event the Mayor of Indianapolis declares a snow emergency, the Contractor shall work with the IndyPL Contact person to determine the appropriate level of Service for the Facilities.

### III. ATTACHMENTS

1. Attachment A – Facility Inventory

2. Attachment B – Facilities Snow and Ice Removal Services Vendor Fee Sheet and Non-Collusion Affidavit

In addition to submission of information required by the Vendor Fee Sheet, Vendors shall also propose a fee for any services that fall outside of the service requirements. Vendors shall specify which costs, if any, are not included in the fees submitted in the Vendor Fee Sheet.

3. Attachment C – Request for Proposal Schedule

The Request for Proposal Schedule ("Schedule") for this RFP is a guide. IndyPL reserves the right to make changes to the Schedule and will provide proper notification to all Vendors at the time any changes occur.

4. Attachment D – E-Verify Affidavit

The Contractor must agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the Agreement. The Contractor must agree to require its subcontractors who may perform work under the Agreement to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. IndyPL may terminate a resulting Agreement for default if the Contractor fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by IndyPL of such breach. As a condition to entering into an Agreement, the Contractor must execute the E-Verify Affidavit, which shall be an exhibit to the Agreement. Such affidavit shall be in the form attached to this RFP.

### IV. PROPOSAL TERMS AND CONDITIONS

1. Request For Proposal: IndyPL is soliciting Vendors who have the potential to furnish the requested Services. Upon request, each Vendor will receive one copy of the RFP from IndyPL; Vendors are responsible for making copies as required to satisfy their needs. Vendors are encouraged to initiate preparation of their proposals immediately upon receipt of this RFP, so that all relevant questions and information needs can be identified and answered, and so adequate time is available to prepare a comprehensive and complete response.

2. Point of Contact: All communication with IndyPL must be directed to the single point of contact identified on the first page of the RFP.

3. Schedule of Activities: The table in Attachment C outlines the schedule of major activities for the RFP and the Proposal selection process. IndyPL reserves the right to amend the schedule as necessary.

4. Vendor Qualifications: The Vendor shall have the following minimum qualifications:

- a. A sound business reputation;
- b. Proven capabilities in delivering services on time and on budget;
- c. Appropriate resources to satisfy the requirements set forth herein;
- d. Demonstrated track record in similar service relationships; and
- e. Demonstrated track record in overall client satisfaction.

5. Vendor Rights:

- a. All materials submitted in response to this RFP become the property of IndyPL upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between IndyPL and the Vendor, if selected.
- b. Each Vendor, as an express condition for IndyPL's consideration of such Vendor Proposal, agrees that the contents of every other Proposal is confidential, proprietary and trade secret information in all technical areas and waives any right to access such Proposals. No submissions or supporting documentation will be returned to Vendor.
- c. Vendors submitting Proposals should recognize that IndyPL is a public body and, as a public body, IndyPL is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law.

6. Reservation of Rights:

- a. This RFP does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a Proposal to this request, or to otherwise contract for any services.
- b. IndyPL reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Vendors, to award only a portion of the Services, to award Services to more than one Vendor, or to cancel in part or in its entirety this RFP, if it is in the best interest of IndyPL to do so.
- c. IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. The lowest fee Proposal shall not necessarily be selected. IndyPL specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defect or informality in a Proposal when it is determined by IndyPL to be in IndyPL's best interest.

7. Late Proposals Not Considered: Proposals received after the stipulated Proposal Submission Deadline will not be considered.

8. Inconsistency or Error in the RFP: Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.

9. Vendor Errors or Omissions: IndyPL is not responsible for any Vendor's errors or omissions.

10. Addenda: IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL in regard to the proposal instructions, specifications or proposal documents as described in this RFP. Any changes will be

in the form of an addendum, which will be furnished to all Vendors who are listed with IndyPL as having received the RFP, or to any other Vendor who requests an addendum.

11. Vendor Incurred Costs: The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of IndyPL and will not be returned after the Proposal Submission Deadline.
12. Modification or Withdrawal of Proposal:
  - a. A Proposal may not be modified, withdrawn or cancelled by a Vendor for ninety (90) days following the Proposal Submission Deadline and each Vendor so agrees in submitting the Proposal.
  - b. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the submission deadline.
  - c. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor or may be by telegram, telex or FAX. If by telegram, telex or FAX, written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the Proposal Submission Deadline.
  - d. Withdrawn Proposals may be resubmitted up to the Proposal Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.
13. Rejection of Solicitation Responses: IndyPL reserves the right to reject any or all responses received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in the best interest of IndyPL. Any Vendor objecting to the rejection of a Proposal, or portion thereof, must submit a written protest stating the reasons for the protest to IndyPL within (5) calendar days from the date of IndyPL Notice of Intent to Award a Services Agreement letter.
14. Vendor Certification: By submission of a proposal, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.
15. Exceptions: It is the intent of IndyPL to award an Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by the Vendor to vary the terms of the RFP, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this RFP, unless the exception would be of material benefit to IndyPL.
16. IndyPL's Right to Disqualify for Conflict of Interest: IndyPL reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a Proposal waives any right to object at any future time, before any judicial,

administrative or municipal body or agency, to IndyPL exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.

17. Warranties: Any Vendor submitting a proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.
18. Covenant Against Contingent Fees:
  - a. The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.
  - b. For breach or violation of this warranty, IndyPL shall have the right to immediately terminate the Agreement without liability or in its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage or contingent fee.
19. Gratuities: IndyPL may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under the Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any agency or representative of the Vendor, to any officer or employee of IndyPL with a view toward securing or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of facts upon which IndyPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, IndyPL shall be entitled to pursue the same remedies against the Vendor as IndyPL could pursue in the event of default by the Vendor.
20. Affirmative Action in Employment:
  - a. The Vendor may provide a certificate or statement regarding the status of the company as a Minority, Women, or Veteran Owned Business ("XBE") as part of the Proposal package. This certificate or statement is needed to comply with IndyPL Board's established diversity standards. IndyPL is committed to provide an equal opportunity for participation of XBE firms in all IndyPL business.
  - b. It is the desire of IndyPL to achieve participation of XBE firms consistent with the City of Indianapolis' utilization policy in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the criteria of XBE firms or similar requirements for out-of-state firms, shall provide a statement in the Proposal indicating the appropriate designation. A copy of a certification by the State of Indiana or the City of Indianapolis may be included in the Proposal. IndyPL extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for IndyPL business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.



- c. Any Contractor in performing under an Agreement resulting from this RFP shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age or disability.
- 21. Protest of Award: Any person or entity who has an objection to the awarding of the Agreement to any Vendor by IndyPL, shall lodge that protest, in writing, with IndyPL no later than 5:00 p.m. local time of the fifth (5th) calendar day, following release of IndyPL's Notice of Intent to Enter into an Agreement letter. IndyPL retains the right to reject all protests not filed within this time and those found to be without merit.
  - 22. Vendor Inquiries: Any questions that arise relating to this RFP shall be directed, in writing, or via e-mail to the Point of Contact identified on the cover page.
  - 23. News Releases: News releases pertaining to this service or any part of the subject shall not be made without prior approval of IndyPL.
  - 24. Standard/Licensure Requirements: The selected Contractor shall provide documentation to IndyPL evidencing all necessary business licenses to provide the Services prior to the awarding of the Agreement.
  - 25. Out of State Vendors: It shall be a condition to the Agreement that any out-of-state Vendor that may be selected as Contractor shall be duly registered and qualified to do business within the State of Indiana.
  - 26. News Releases - News releases pertaining to the award of the Agreement or the Services or any part of the subject shall not be made without prior approval of IndyPL.
  - 27. Investments - By submission of a proposal, the Vendor certifies that the Vendor is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).
  - 28. Award: IndyPL reserves the right to award the Services to one (1) or more Vendors when it is deemed to be in the best interest of IndyPL.

## **V. GENERAL TERMS AND CONDITIONS**

IndyPL operates as a Municipal Corporation within the City of Indianapolis and Marion County. Any Vendor entering into an agreement with IndyPL must agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its Proposal must clearly state the reason for any such non-compliance.



The submission of the proposal herein constitutes the agreement of any Vendor that any agreement to be drawn as a result of an award herein will be prepared by IndyPL. The language of the Agreement to be executed will be drafted under the supervision of IndyPL's attorney and shall be the controlling document.

1. Compliance with Laws: In performing the Services, the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.
2. Continuation During Disputes: The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Agreement to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.
3. Organization Employment Disclaimer:
  - a. Any Agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Contractor will agree that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.
  - b. The Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Contractor in the performance of the Services and shall save and hold IndyPL harmless with respect thereto.
4. Method of Payment: Contractor will be paid in accordance with the payment procedures as stipulated in the Agreement. The Contractor shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the Contractor's designated banking account for payment of approved invoices. The Contractor shall, at a minimum, submit monthly invoices for services rendered (if any). Invoices shall include a detailed breakdown of all charges. Contractor may submit invoices for each snow event to facilitate timely and accurate review of the invoices.
5. Insurance: Contactor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between Contactor and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contactor's Service and activities, or presence at IndyPL Facilities, and any act or omission of Contactor or its employees and/or agents or Subcontractors in connection with the services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Contactor pursuant to the Agreement:

- a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contactor's activities at the Facilities. Any deductible shall be at Contactor's expense;
- b. Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00);
- c. Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Contactor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;
- d. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Contactor shall be Contactor's responsibility. IndyPL shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contactor.
- e. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in sections (a), (b), (c) and (d) above, which such policy shall be written on an occurrence basis.
- f. All insurance policies addressed in sections 2. (a), (b), and (f) above shall be endorsed to name the following as additional insured's:  
Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, contractors, licensees, and successors.
- g. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
- h. Contactor shall deliver to IndyPL, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny Contactor access to the Facilities.
- i. These insurance provisions are minimum requirements and shall not relieve Contactor of its indemnity, defense and hold harmless obligations.

6. Suspension of Work/Termination or Suspension: If the Contractor fails to perform the Services, or otherwise breeches the Services Agreement, IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Service for which the Contractor is employed. If any portion of the Services is terminated or suspended, IndyPL shall pay the Contractor equitably for all services properly performed prior to suspension or termination pursuant to the Agreement. If the Services are suspended and the Contractor is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be considered terminated.
7. Prime Contractor Responsibility:
  - a. Planned use of subcontractors in connection with this Services Agreement should be clearly explained and described in the Proposal. The prime contractor will be responsible, and must take responsibility, for the performance under the entire Agreement whether or not subcontractors are used.
  - b. In contractor/subcontractor arrangements involving more than one firm, it does not matter to IndyPL which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Service as delineated in the Agreement negotiated with IndyPL. IndyPL will only enter into an Agreement with the prime contractor.
8. Confidentiality of Information: The Vendor shall treat all information furnished by IndyPL and services provided hereunder as confidential. The Vendor shall not disclose such information to others without the prior written consent of IndyPL's authorized representative.
9. Audit of Agreement Records: The Contractor must keep all resulting agreement records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel upon request for a period of 3 years after the end of the Agreement term and completion of the Services.
10. Form of Agreement - The submission of a response herein constitutes the agreement of any Vendor that any agreement to be drawn as a result of an award herein will be prepared by IndyPL under the supervision of IndyPL's attorney. The selected Vendor may be requested to submit copies of their applicable standard contract forms for information purposes.

## **VI. REQUIRED PROPOSAL FORMAT**

1. General Requirements: The Proposals shall contain information responsive to the RFP and the items listed below.
2. Specific Proposal Format and Content: Information contained in the Proposals shall not exceed forty (40) pages, including the Vendor Fee Sheet and Non-Collusion Affidavit. In order to facilitate comparison and review of the Proposals, each Vendor should use section numbers and titles consistent with the format outlined below:
  - a. Vendor Fee sheet and Non-Collusion Affidavit included as Attachment B.
  - b. Vendor introduction and cover letter:
    - 1) Vendor name, address, phone, fax and e-mail address.

- 2) Contact person for the Vendor's response to the RFP.
- 3) Signature of the contact person. This signature serves as verification the Vendor is a legal entity, the Vendor does not discriminate, the contact person is authorized to act on the Vendor's behalf, the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any person associated with IndyPL, and the Proposal will remain valid for at least ninety (90) days.
- c. Vendor profile:
  - 1) Information relating to the business organization of the Vendor and any third-party or subcontractor that may be partnering with the Vendor.
  - 2) Description of the Vendor's organization, names of employees primarily assigned to the Project, and the role of each employee.
- d. Vendor experience providing Services:
  - 1) To illustrate the Vendor has the experience to provide the required Services, the Vendor shall provide a list of all contracts where the Vendor provided services similar in size and scope to the Services required by the RFP.
  - 2) The Vendor shall provide the resumes of all employees intended to serve IndyPL in supervisory and management roles for the provided Services.
- e. Vendor references:
  - 1) To illustrate the Vendor has the expertise to provide the required Services, the Vendor shall provide three (3) contacts from the contracts presently held by the Vendor. The Vendor shall provide the name, position, and phone number for the Contract Manager at each location.
  - 2) The Vendor shall provide and three (3) contacts from the contracts closed within the past 3 years. The Vendor shall provide the name, position, and phone number for the Contract Manager at each location.
- f. Work Plan:
  - 1) The Vendor shall provide a work plan outlining the approach and procedures the Vendor intends to follow in providing the Services.
- g. Vendor financial documentation:
  - 1) The Vendor shall provide financial statements covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and financial capacity to perform the required Services.
- h. Additional information:
  - 1) Vendor may provide any other information within the maximum page limit that it believes may add to its Proposal.
  - 2) To the extent a Vendor is incapable of complying with or takes exception to any aspect of the requirements, proposal terms, and general terms and conditions described in the RFP, the Vendors shall specifically identify and describe such exceptions in this section of its response to this RFP.
3. Proposal Submittal Instructions: An original and three (3) copies of the Proposal shall be sealed in a package(s) showing, in addition to the following address, the following information on the outside:
  - a. Vendor's Name.
  - b. Request for Proposal title.
  - c. Proposal Submission Deadline.

The Proposal package shall be personally delivered, sent by mail, or sent by delivery service to the Point of Contact at the address identified on the RFP cover page.

4. Opening – The responses received by the deadline will be opened publicly at the date, time, and location established in Attachment C.
5. Additional Information – Following receipt of the Proposals, IndyPL reserves the right to request additional information and may conduct in-person interviews with the Vendors reasonably susceptible of being awarded the work. IndyPL will not share information gathered in such discussions with other competing Vendors.

## **VII. EVALUATION CRITERIA**

IndyPL will evaluate the proposals based on the criteria listed below:

1. Service capabilities and demonstrated experience necessary to provide the scope of Services requested.  
35%
2. Proposed overall cost.  
30%
3. The satisfaction level of current and former clients of the Vendor under contract for Services similar to the Service requirements of IndyPL.  
25%
4. Any other criteria deemed relevant by IndyPL.  
10%

## **VIII. Award**

The successful Vendor must be ready to proceed with the Services within three (3) days after receipt of the Notice of Intent to Award a Services Agreement. IndyPL shall conduct a pre-services conference after issuing the Notice of Intent to Award a Services Agreement establishing all lines of communication.

## Attachment A

### Facility Inventory

Facility Name	Address	Zip Code
1. Library Services Center	2450 North Meridian	46208
2. Central Library	40 East St. Clair	46206
3. <del>Brightwood Branch</del>	Not included in scope of Services	
4. College Avenue Branch	4180 College Avenue	46205
5. Decatur Branch	5301 Kentucky Avenue	46221
6. Eagle Branch	3325 Lowry Road	46222
7. East Washington Branch	2822 East Washington Street	46219
8. East 38 <sup>th</sup> Street Branch	5420 E. 38 <sup>th</sup> Street	46218
9. <del>Flanner House Branch</del>	Not included in scope of Services	
10. <del>Fountain Square Branch</del>	Not included in scope of Services	
11. Franklin Road Branch	5550 S. Franklin Road	46219
12. Garfield Park Branch	2502 Shelby Street	46203
13. <del>Glendale Branch</del>	Not included in scope of Services	
14. <del>Infozone Branch</del>	Not included in scope of Services	
15. Haughville Branch	2121 West Michigan Street	46222
16. Irvington Branch	5625 East Washington Street	46250
17. Lawrence Branch	7898 Hague Road	46256
18. Nora Branch	8625 Guilford Avenue	46260
19. Pike Branch	6525 Zionsville Road	46268
20. <del>Southport Branch</del>	Not included in scope of Services	
21. Spades Park	1801 Nowland Avenue	46201
22. Warren Branch	9701 East 21st Street	46229
23. Wayne Branch	198 South Girls School Road	46231
24. West Indianapolis Branch	1216 Kappes Street	46221

**Attachment B**

**Snow and Ice Removal Services Vendor Fee Sheet and Non-Collusion Affidavit**

**VENDOR FEE SHEET**

**VENDOR:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX \_\_\_\_\_

Agent of Vendor (if applicable): \_\_\_\_\_

Email address: \_\_\_\_\_

**Vendor Certification:**

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Proposal (RFP) dated September 26, 2014, and have examined the Facilities.

Pursuant to notices given, the undersigned with complete understanding of the requirements and conditions, shall provide Snow and Ice Removal Services, and shall provide the Services fully in accordance with the requirements of the RFP.

**Acknowledgement of Receipt of Addenda:**

I/We have received and reviewed the Addenda listed below, and have included the provisions thereof in the response to the RFP.

Addenda Received: \_\_\_\_\_

**Price Certification:**

If the Vendor's proposal is accepted, the Vendor agrees to enter into a contract with IndyPL to complete all Services as specified for the following fixed prices:

Delivery of 50# Bag of Snow/Ice Melt to the LSC: Fee: \_\_\_\_\_

Other Billable Expenses to IndyPL Based Upon the Information Provided in the RFP:

Item: \_\_\_\_\_ Fee: \_\_\_\_\_

Item: \_\_\_\_\_ Fee: \_\_\_\_\_

Item: \_\_\_\_\_ Fee: \_\_\_\_\_

(The Vendor Fee Sheet is continued on the next page.)



**Attachment B (Continued)**

**Snow and Ice Removal Services Vendor Fee Sheet and Non-Collusion Affidavit**

**VENDOR FEE SHEET**

**VENDOR:** \_\_\_\_\_

Facility Name	Proposed Fee				
	Snow and Ice Removal - 0" to 1.5" for Steps, Walks, Entrances, and Public Sidewalks	Snow and Ice Removal – 1.5" to 3" for Drives, Drive Lanes, Parking Spaces, Steps, Walks, Entrances, and Public Sidewalks	Snow and Ice Removal Per Inch Above 3" for Drives, Drive Lanes, Parking Spaces, Steps, Walks, Entrances, and Public Sidewalks	Snow/Ice Melt Per Treatment to Steps, Walks, Entrances, and Public Sidewalks	Snow/Ice Melt Per Treatment to Drives, Drive Lanes, and Parking Spaces
Library Services Center					
Central Library					
College Avenue Branch					
Decatur Branch					
Eagle Branch					
East Washington Branch					
East 38 <sup>th</sup> Street Branch					
Franklin Road Branch					
Garfield Park Branch					
Haughville Branch					
Irvington Branch					
Lawrence Branch					
Nora Branch					
Pike Branch					
Spades Park Branch					
Warren Branch					
Wayne Branch					
West Indianapolis Branch					
Total:					

**Attachment B (Continued)**

**Snow and Ice Removal Services Vendor Fee Sheet and Non-Collusion Affidavit**

**NON-COLLUSION AFFIDAVIT**

The undersigned qualified provider or agent, being duly sworn on oath, says that they have not, nor have any other member, representative, or agent of the firm, company or corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the fee to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person referring to such proposal.

Further, the undersigned qualified provider or agent says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such proposal.

Vendor: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

By (Printed Name): \_\_\_\_\_

Title: \_\_\_\_\_

*Important – Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

SS: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014

My commission expires: \_\_\_\_\_ Signed: \_\_\_\_\_

Residing in County, \_\_\_\_\_ State of \_\_\_\_\_

## **Attachment C**

### **Request for Proposal Schedule of Activities**

<b>Event</b>	<b>Date</b>
Issue the RFP	September 26, 2014
Facilities Available for Site Visits	September 29, 2014 through October 7, 2014
First Public Notice	September 26, 2014
Second Public Notice	October 3, 2014
Cutoff date for questions	October 7, 2014
Response to Questions Sent to Vendors by IndyPL	October 8, 2014
Proposal Submission Deadline Proposals opened at 2:05 pm EST Library Services Center, Room 221	October 10, 2014 2:00 pm Local Time
Recommendation to Facilities Committee	October 14, 2014
Recommendation to Board	October 27, 2014
Notice of Intent to Award a Services Agreement	October 28, 2014
Commencement of Services	November 1, 2014

**ATTACHMENT D**

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the Indianapolis-Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if E-Verify no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis-Marion County Public Library, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Contractor: \_\_\_\_\_ For Reference Purposes Only

By (Written Signature): \_\_\_\_\_ For Reference Purposes Only

By (Printed Name): \_\_\_\_\_ For Reference Purposes Only

Title: \_\_\_\_\_ For Reference Purposes Only

*Important – Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

SS: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014

My commission expires: \_\_\_\_\_ Signed: \_\_\_\_\_

Residing in County, \_\_\_\_\_ State of \_\_\_\_\_